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WORKMEN'S COMPENSATION—VACATION OF AWARD.—Schmidt, a minor, was injured while in the employ of the plaintiff; after being paid \$88.66, he made an agreement with the plaintiff whereby he agreed to accept \$54.56 additional in full satisfaction of his claim, and also agreed that the Industrial Commission should enter an award to that effect. A copy of the agreement was filed with the Commission, which made an award accordingly, and the money was paid to Schmidt. Later he filed a regular claim for compensation after the expiration of the statutory period for appealing from an alleged erroneous award, but within the period allowed for filing claims. The Commission set aside the agreement and made a new award. *Held*, that where a compromise was agreed on and confirmed without a hearing, it could be set aside within one year, though the claimant proceeded in the second instance as if making an original claim. *Menominee Bay Shore Lumber Co. v. Industrial Commission of Wisconsin*, (Wis. 1916) 156 N. W. 151.

The Workmen's Compensation Acts all have provisions for compromises between employer and employee, but make such agreements subject to the approval of the Commission; a typical provision of this kind is applied in the above case: "A compromise of a claim may be set aside, modified or confirmed, within a year of such compromise, by the Industrial Commission"—Wis. Stat. 1915, § § 2394-15. The word "compromise" so far as it implies a concession, has practically no application to Workmen's Compensation Acts. The amount of compensation due is subject to computation when the facts are properly established, in most cases, and very little is left for dispute or arbitration. Compromise settlements, therefore, are scarcely recognized at all under such statutes. BRADBURY, WORKMEN'S COMP., 940. In *Beckwith's Estate v. Spooner*, 183 Mich. 323, 149 N. W. 971, it was held that a compromise agreement between the injured employee and the Company which had insured the employer, when approved by the Board, had the same effect as an award by the Board. It appears, however, that there was really a hearing before the Board approved the agreement. The Acts protect the employee not only from his own ignorant acts, but also from hasty or ill-advised action by the Commission itself.